

The Allegations

1. Deceiving and/or misleading consumers as to the terms, availability, or purchase of automobile warranties.
2. Deceiving and/or misleading consumers as to the terms, availability, or purchase of automobile service contracts.
3. Deceiving and/or misleading consumers as to the terms, availability, or purchase of credit, life and disability insurance as well as GAP coverage.
4. Representing to consumers that certain dealer-installed or dealer-provided options, also known as “after-sell” items, are mandatory, when in fact they are not. Such misrepresentations include, but are not limited to, representing that certain security items such as vehicle window etching are required by state law.
5. Charging consumers for “after-sell” items that have not been installed.
6. Failing to honor the terms of a negotiated lease or sales agreement.
7. Delivering vehicles to consumers pending approval of loan financing or lease approval (a.k.a. “on the spot” or “spot” delivery) and then, several days or weeks later, informing the consumer that the initial vehicle financing or leasing arrangements fell through, pressuring consumers to purchase a different vehicle or lease/finance at a higher rate.
8. Misrepresenting that an extended warranty was required based upon a consumer credit history.
9. Representing that a used car was a “program” car when in fact it was a rental car.
10. Failing to disclose prior damage to vehicles.
11. Misrepresenting the mechanical condition of used vehicles.
12. Refusing to return deposits/trades after deals were canceled by the dealership.
13. Failing to promptly provide title, registration or other documents following vehicle sale.
14. Failing to credit and/or accurately credit trade in and/or deposits paid on vehicle purchases.
15. Installing and charging for “after-sell” items not purchased by consumers.
16. Failing to honor advertised lease price and terms.
17. Failing to provide consumers with copies of all contracts and documents at point of sale.

18. Failing to provide proper repairs for vehicles brought into the dealership for service.
19. Failing to honor the advertised sales price of vehicles.
20. Requiring or having consumers sign documents in blank.
21. Selling used cars in poor mechanical condition.
22. Adding a credit check fee for cash deals.
23. Overcharging consumers for motor vehicle fees.
24. Selling vehicles without having valid title to the vehicles.
25. Misrepresentation of options/features of cars offered to consumers.
26. Charging consumers for GAP insurance which was already included in lease payments.
27. Failing to pay off loans/leases on trade vehicles in a timely manner.
28. Falsifying documents and/or forging consumers' signatures thereon.
29. Misrepresenting a lease agreement as a sales agreement.
30. Requiring consumers to purchase insurance to obtain lower financing interest rates.
31. Mandating that consumers use dealer arranged financing.
32. Representing that a used car had one owner when in fact it was used as a rental car.
33. Failing to provide a breakdown of parts and labor on auto repair invoices.
34. Failing to secure authorization for repairs.
35. Failing to honor dealer warranty or promised service agreements.
36. Failing to provide Monroney label to consumer at time of purchase.
37. Failing to activate service contracts purchased by consumers.
38. Misrepresenting to consumers the true and actual mileage on the vehicle (also known as odometer misrepresentation).
39. Altering documents after they were signed by consumers without authorization.
40. Altering the date on a temporary registration issued to consumers.
41. Misrepresenting used cars as "new" or "dealer demonstration" vehicles when, in fact, the vehicle had previously been "sold" and returned to the Ciasulli Dealership for various reasons, such as failure to obtain financing following a spot delivery.
42. Misrepresenting that a leased vehicle could be used as livery vehicle.

